

STATE OF South Carolina

HUNTING LEASE

COUNTY OF McCormick

THIS INDENTURE OF LEASE, Made this the 1st day of July, 19 92,  
between Georgia-Pacific Corp., Party of the First Part and "Lessor," and  
Nevada Goldfields, Party of the Second Part and "Lessee",  
P.O. Box 1530  
McCormick, SC 29835

WITNESSETH:

THAT Lessor, in consideration of the sum \$769.64, \$1,026.70, and \$295.36  
cash in hand paid by Lessee to Lessor as rental, the receipt  
whereof is hereby acknowledged, and in further conditions of the covenants and agreements  
to be observed, kept and performed, by Lessee, and subject to the conditions,  
stipulations, restrictions and reservations hereinafter more fully set forth, by these  
presents, does lease, let, and demise unto Lessee for the term beginning  
July 1, 19 92 and expiring June 30, 19 93, the exclusive right and  
privilege (subject to the reserved use by Lessor as hereinafter set forth), but for the  
sole and only purpose, for him and his invitees and licensees only, to hunt for animals,  
game and fowl, ferae naturae, in, on and over the lands hereinafter described and to fish  
in the waters therein and bordering thereon. The Lands in, on, over and upon which the  
rights and privileges herein granted, are situate in McCormick County,  
and are more commonly known as the SEE BELOW  
containing SEE BELOW acres, more, or less, and more particularly described as  
follows:

|         | <u>Deason-McCain Tract</u> | <u>Goldmine Tract</u> | <u>Henry White Tract</u> |
|---------|----------------------------|-----------------------|--------------------------|
| ACRES   | 342.06                     | 301.97                | 86.87                    |
| COMP. # | 950A                       | 950B                  | 950C                     |
| TRACT # |                            |                       |                          |

The use of all or any part of said land above described by Lessee for the  
purposes aforesaid shall be to the extent necessary for said purposes, and to the extent  
not necessary, the residuum of possession and use of all parts of said land shall belong  
to Lessor, his agents, employees, tenants, lessees and assigns for the purposes.

And this Lease shall be, specifically and particularly, subject and subordinate  
to any and all operations and developments, uses and occupations in, on and from the  
demised premises or any part thereof which may now or at any time hereafter be carried on  
by Lessor, its tenants, or assigns, and neither Lessor, his agents, employees, lessees,  
tenants or assigns, shall be liable to Lessee, his agents, officers, members, invitees or  
licensees from injuries and/or death to person or damage to property by reason of any of  
his operations, developments, uses and occupations now or hereinafter conducted by him on  
said premises, when carried on in the usual and ordinary manner customarily employed in  
such operations, developments uses and occupations. The leased premises may be fully and  
freely used by Lessor for lumbering, timbering, residential, farming, mercantile, and all  
other lawful purposes, whether of the same or similar kind or not. Lessee agrees to  
indemnify and hold Lessor harmless from any loss, damage, liability or expense arising  
from personal injury or property damages to any person, including Lessor, his  
contractors, agents, servants and employees, occurring as a direct or indirect result of  
Lessee's occupancy and activities on said lands and irrespective of any negligence or act  
by Lessor, his contractors, servants, agents, and employees which contributed in any way  
to said injury or loss.

It is further mutually covenanted, contracted, stipulated and agreed by and  
between the parties hereto as follows:

1. Lessee, for himself, his invitees and licensees covenants and agrees to  
fully comply with all the laws of the State as aforesaid and of the United States, now in  
effect, or hereafter enacted, and all rules and regulations lawfully promulgated and  
issued thereunder, in respect to hunting and fishing on the demised premises and the  
conservation of wild life and the natural resources therein and thereon. It is fully  
understood and agreed that nothing herein contained shall be construed, claimed or  
asserted as granting unto lessee any right or privilege in respect to hunting and  
fishing, other than that which Lessor has the lawful right to grant, lease, let and  
demise. A violation of said rules and regulations shall at Lessor's election and option,  
be cause for an immediate forfeiture and termination of this Lease.

2. It is expressly understood and agreed that the term of this Lease is for the  
period as hereinabove stated, and that upon termination and expiration of the term hereby  
created, the Party of the Second Part, will, without the necessity of or notice of  
Lessor, and without the necessity of legal process, surrender unto Lessee the premises  
herein demised.



3. It is expressly understood and agreed that Lessor shall have the right and option to terminate this Lease at any time with a ten (10) days written notice to Lessee, provided, however, that should Lessor so terminate the within Hunting Lease, Lessee shall be refunded a prorata share of the reasonable cost of maintaining the road system as hereinafter set forth. The proration shall be based upon a period of time beginning with the first day of hunting season and ending with the last day of hunting season.

4. Lessee for himself and his invitees, covenants and agrees that the rights granted hereunder will be so exercised as not to injure, damage or destroy any trees, crops, buildings, fences or other improvements on said lands, and that he and they will actively participate in extinguishing any and all fires that for or from any cause are set or let out on the lands above described.

5. If, because of weather or other conditions, the exercise of the rights herein granted to Lessee will present a material fire hazard to the timber and trees on said lands Lessee shall at Lessor's request discontinue the exercise of such rights until such time as, in the sole judgement of Lessor, said conditions have improved to the point that a resumption of the exercise of said rights is no longer a hazard.

6. Lessee covenants and agrees to pay all taxes, levies and assessments upon all or any part of his interest herein should such interest be levied or assessed upon.

7. Lessee shall not assign this Lease without the prior written consent of Lessor.

8. The obligations of Lessee hereto shall not be released or diminished, or in any way affected by any indulgence granted by Lessor, or by any failure of Lessor to enforce any provision of this Lease, or any modification, revision or supplement thereof, or by failure of Lessor to notify Lessee of any default in the performance thereof, or by any action or non-action of Lessor, or by the releases of any party or parties liable, or who might be liable thereon, and Lessee hereby consents to all such indulgences, to all such failure to enforce, and to all such action or non-action of Lessor, or to the release of any party or parties liable, or who might be liable thereon, and hereby waives all notice of default.

9. Lessee shall not use any road on the above-described land which has been posted by Lessor for non-use.

10. In the event of default by Lessee of any of the conditions and provisions herein contained, at the election of Lessor, this Lease may be cancelled and terminated, and all sums paid by Lessee hereunder shall be retained by Lessor as liquidated damages for said breach, and the Party of the Second Part shall thereafter have no further rights hereunder, and other provision herein contained to the contrary notwithstanding.

11. No road barrier of any type shall be permitted with the exception of a hinged gate with orange marking so that it is readily identifiable as a road obstruction.

12. Additional terms:

All the terms, conditions, covenants and agreements between the parties hereto shall extend to and be binding upon their heirs, successors and assigns.

IN WITNESS WHEREOF, Lessor and Lessee have affixed their signatures and seals all as of the day and year first above written.

EXECUTED IN DUPLICATE.

Signed, Sealed and Delivered  
in the Presence of:

Kenn R. Stant (SEAL)  
(Authorized Representative of Lessor)

J. B. Kirchen (SEAL)  
for Nevada Goldfields Inc.